



ILLINOIS COMMERCE
COMMISSION

ILLINOIS STATE POLICE
Division of Administration

2009 APR -3 A 10: 58

Pat Quinn
Governor

March 31, 2009

ADMINISTRATIVE
SERVICES

Jonathon E. Monken
Director

Mr. Jeremy Kirk
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

Dear Mr. Kirk:

In FY04, the standard intergovernmental agreement for communications dispatch services for the Illinois Commerce Commission was changed to reflect a ten-year period with the option of either party to terminate after a 30-day notice. Enclosed is a signed copy of the agreement for your reference.

This year, the information you provided is 13 officers for your agency. Costs per officer are currently frozen. Therefore, 13 officers at \$175 per month equals a total cost of \$27,300 for FY10. The Department of Central Management Services will bill the Illinois Commerce Commission in FY10 through the Communications Revolving Fund as usual.

The current fee is based on the formula established in FY99 and has not been increased since that time. Maintenance of the communications network and salary increases have more than doubled since the \$175 fee was calculated. The intergovernmental agreement allows for annual fee increases based on the actual cost to provide service, not to exceed 15 percent per year. The Illinois State Police is opting to apply annual increases of 5 percent, beginning in FY11. Although the increases will not bring agencies to a true fair share level, it will more accurately support the communication dispatch function provided to your officers.

Ms. Bonnie Muir may be reached at 217/782-5470 if you have any questions or concerns. The ISP looks forward to continuing this agreement to ensure interagency communications and greater protection for the citizens of Illinois.

Sincerely,

Lieutenant Deb Garde, Chief
Communications Services Bureau

Enclosure

cc: Ms. Bonnie Muir
Mr. Tom Bowen

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
DEPARTMENT OF CENTRAL MANAGEMENT SERVICES,
ILLINOIS STATE POLICE,
AND
ILLINOIS COMMERCE COMMISSION**

This Intergovernmental Agreement is entered into by and between the Department of Central Management Services (hereinafter referred to as DCMS), the Illinois Commerce Commission, (hereinafter referred to as ICC), and the Illinois State Police (hereinafter referred to as ISP). It is hereby agreed between the above parties that DCMS will provide communications dispatch services to the Illinois Commerce Commission through the facilities of ISP.

AUTHORITY:

This agreement is entered into by the parties pursuant to the provisions of the Civil Administrative Code of Illinois (20 ILCS 2605/55a et seq.), Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.). Under said authority, governmental agencies may request and ISP may provide certain services for which ISP may charge, collect, and receive fees for deposit in a special fund in the State Treasury known as the State Police Services Fund.

TERMS:

This agreement shall be consistent with the state of Illinois fiscal year. The contract period shall commence on July 1, 2003, and terminate on June 30, 2013.

1. PARTICIPATION

- 1.1. Commencement Date: ISP participation, under the terms expressed in this agreement, commences upon signed agreement by all parties involved.
- 1.2. Term: ISP participation shall continue until such time as either ICC or ISP withdraws from the terms of the agreement negotiated between the participants.
- 1.3. Revisions: Revisions may be made to the terms of this agreement by means of an amendment agreed to by each party. Authorized agents' signatures of each party shall indicate concurrence with any amendment(s).
- 1.4. Withdrawal: Either ICC or ISP may elect, at will, to withdraw from further participation. The withdrawal shall be effective 30 days after the postmark on the Notice of Termination sent by registered or certified mail to the non-withdrawing participant.

- 1.5. Appropriation Contingency: Obligations of either party will cease immediately without penalty of further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for said contract or agreement.
- 1.6. Management: ISP shall maintain the right to manage the ISP communications system in its entirety, including, but not limited to, system design, operations, facilities, and personnel.
 - 1.6.1. ICC agrees to provide all resources and information necessary for ISP to provide dispatch services.
- 1.7. Employment Rights: ISP employees compensated from State Police Services Fund shall maintain the same employment rights, including but not limited to, promotion, salary increases, and benefits as employees compensated from General Revenue Funds.

2. SERVICES PROVIDED

- 2.1. Radio Dispatching: ISP will provide ICC with voice message handling on frequencies licensed to ISP.
 - 2.1.1. Service will include dispatching calls for service, coordination of emergency and non-emergency incidents, and voice communications necessary to maintain the current status of ICC officers available for dispatch.
 - 2.1.2. ISP will provide ICC with service for the number of full-time officers and part-time officers specified by ICC.
 - 2.1.3. Service will be provided 24 hours per day, seven days per week.
 - 2.1.4. ISP telecommunicators will handle ICC radio traffic with equal dedication. Traffic handling sequence shall be determined by the priority of traffic rather than departmental affiliation.
 - 2.1.5. ICC understands that ISP provides service to other state and local agencies not necessarily monitored by ICC. Allowance for higher priority traffic on other frequencies is accepted by ICC.
 - 2.1.6. When ICC schedules a special detail which will cause greater than normal radio or telephone traffic, ISP must be notified in advance in order to provide staffing adequate for the workload.
- 2.2. LEADS, NCIC, SOS, and CHRI Access: ISP will provide access to these data files as follows:
 - 2.2.1. Complete LEADS, NCIC, SOS (through LEADS), and CHRI inquiry access. CHRI inquiry will be made using the ICC ORI issued by NCIC.

- 2.2.2. ISP will provide entry into LEADS and NCIC computerized hot files as initiated by ICC.
- 2.2.3. ISP will send directed messages as initiated by ICC and will route received messages to ICC as necessary.
- 2.2.4. All access, entry, and directed messages requested by ICC must comply with LEADS regulations and policy.
- 2.3. Computer Aided Dispatch (CAD): ICC will be provided CAD service including:
 - 2.3.1. All patrol, enforcement, and off-duty codes.
 - 2.3.2. Status alarm (watchdog timer) checks.
 - 2.3.3. Incident tracking and information logging.
- 2.4. Operating Procedures:
 - 2.4.1. ICC agrees the existing standard of communications applied to ISP officers shall apply to ICC officers. Existing radio procedures are defined in the ISP communications policies and procedures manual.
 - 2.4.2. Training on policy and procedure will be provided by ISP to ICC officers.
 - 2.4.2.1. All newly hired ICC officers must receive a minimum of one hour of ISP Communications operating procedure training.
 - 2.4.2.2. Procedural update classroom training for veteran officers will be provided as necessary.
 - 2.4.2.3. All classroom training, both new officer orientation and veteran officer update training, will be provided at the cost enumerated in 3.2.

3. COMPENSATION BY ICC

- 3.1. Compensation for dispatch services will be paid by ICC into the Department of Central Management Services, Communications Revolving Fund. CMS will, in turn, transfer the compensation to the State Police Services Fund. A letter will be sent to ICC by April 1 of the preceding fiscal year denoting the cost.
 - 3.1.1 The value of this contract for FY04 is \$23,100 (11 officers at \$175 per month times 12 months). Any annual increases will be based upon actual costs in providing the services, not to exceed 15 percent per year.
- 3.2. Compensation for officer training related to operating on the ISP radio system will be separate from compensation for dispatch services.

3.2.1. Training will be compensated at a rate of \$25 per officer per instructional block.

3.2.2. Payment for training will be made to the DCMS, Communications Revolving Fund, within 30 days of billing.

4. **GRIEVANCES**

For the purpose of this agreement, a grievance is defined as any difference, complaint, or dispute between parties involved relating to services provided to ICC by ISP. Grievance resolution shall be made in accordance with the following steps:

- 4.1. When a grievance originates at the officer/telecommunicator level, the ICC supervisor and the ISP communications supervisor will attempt to arrive at a mutually acceptable solution.
- 4.2. Should the ICC supervisor and the communications supervisor not be able to come to resolution, the grievance will be forwarded to the ISP regional communications manager.
- 4.3. The regional communications manager and ICC management will work together to determine a solution for the grievance.
- 4.4. Documentation of the solution must be prepared and signed by ICC and ISP at the level the grievance was resolved. Each party will retain a copy of the documentation.

5. **INTERRUPTION OF SERVICE**

ISP and ICC recognize services agreed to under the terms of this agreement are dependent upon ISP's ability to receive, process, and send information via certain radio and telephone systems. If there should be any interruption or suspension of radio or telephone communications to, from, or within the ISP facility servicing this agreement, ISP shall assume no responsibility or liability for damage(s) or claim(s) resulting from any interruption or suspension period.

ISP shall notify ICC of any "unanticipated" interruptions or suspensions of radio or telephone service as soon as possible in a manner deemed appropriate by ISP at the time. ISP shall attempt to provide ICC a minimum of 24 hour notice (or as soon as possible if the notice received by ISP is less than 24 hours) of any "scheduled" interruption or suspension of radio or telephone service.

6. **LIMITED RESPONSIBILITY**

- 6.1. Any and all governmental and public complaints regarding service under the terms of this agreement shall be directed to ISP and ICC for review and resolution.

- 6.1.1. Review and resolution shall follow the same procedure specified under the Grievances portion of this agreement. Resolution must begin with first line supervision unless unusual circumstances prevail.
- 6.1.2. Documentation of the examination of the complaint must be prepared and signed by each agency's representative involved in determining resolution of the complaint.
- 6.1.3. Under the terms of this agreement, ISP does not assume responsibility for dispatching Illinois State Police personnel in response to calls or requests for assistance directed to ICC through the ISP communications system.

7. **A PUBLIC CONTRACT**

The participants agree and understand certain federal and Illinois statutory and administrative requirements may apply to this intergovernmental agreement. The participants agree any and all applicable provisions relating to public contracts are intended to be and are hereby incorporated by reference. Each party will provide, upon written request by the other, written certification of compliance with any statutory or administrative requirement applicable to this agreement. Any certifications so issued by any party shall be deemed part of this agreement.

8. **BRIBERY CLAUSE**

Contractor certifies, by signature, that he/she has not been convicted of bribery or attempting to bribe, nor has made an admission of guilt, as defined and described in 30 ILCS 505/10.1.

9. **RECORDS RETENTION**

In compliance with Public Act 87-991, which became effective September 1, 1992, the contractor shall maintain, for a minimum of five years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.

Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

10. DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1, par 132.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant, and debarment of contracting or grant opportunities with the State for at least one year but not more than five years.

For the purpose of this certification, grantee or contractor means a corporation, partnership, or other entity with 25 or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

10.1. Publishing a statement:

- 10.1.1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- 10.1.2. Specifying the actions that will be taken against employees for violations of such prohibition.
- 10.1.3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - 10.1.3.1. Abide by the terms of the statement; and
 - 10.1.3.2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

10.2. Establishing a drug free awareness program to inform employees about:

- 10.2.1. The dangers of drug abuse in the workplace;
- 10.2.2. The grantee's or contractor's policy of maintaining a drug free workplace;
- 10.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
- 10.2.4. The penalties that may be imposed upon an employee for drug violations.

- 10.3. Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 10.4. Notifying the contracting or granting agency within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.
- 10.5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5 of the Drug Free Workplace Act.
- 10.6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- 10.7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

11. AMERICAN DISABILITIES ACT

Contractor agrees to comply with the Americans with Disabilities Act (ADA) (42 U.S.C. 12101, et seq.) and all pertinent regulations promulgated to ensure this Act (28 C.F.R. 35.130), which prohibits any qualified individual with a disability from being denied the benefits of aid, services, programs, or activities of a public entity, either directly or through contractual arrangements.

12. PREVAILING WAGE

Contractor certifies, by signature, that he/she agrees to comply with Illinois law as it relates to Prevailing Wage as found at 30 ILCS 505/6-3 and 820 ILCS 130/3.

13. ILLINOIS HUMAN RIGHTS

Contractor agrees not to commit unlawful discrimination or any violation of civil rights as defined in the Illinois Human Rights Act (775 ILCS 5/1-101) and further agrees to take affirmative action to ensure that no unlawful discrimination or civil rights violations occur.

14. EDUCATIONAL LOAN

Contractor certifies, by signature, that he/she is not in default on an educational loan as defined and provided in 5 ILCS 385/3.

15. LOBBYING

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. BOYCOTT

In accordance with Public Act 88-671 (House Bill 99) effective December 14, 1994, the Illinois State Police certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

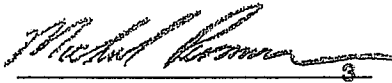
17. AGREEMENT

The parties hereto have caused this interagency agreement to be executed on this day and year as set forth below.

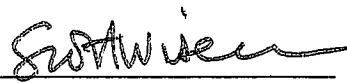
Department of Central
Management Services

Illinois Commerce
Commission

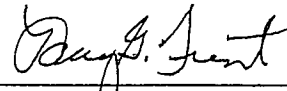
Illinois State Police



Name



Name



Name

Director

Executive Director
~~Chairman~~

Director

Title

Title

Title

10-1-2003

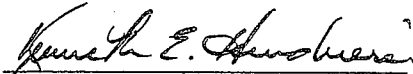
Date

8/1/2003

Date

5/19/03

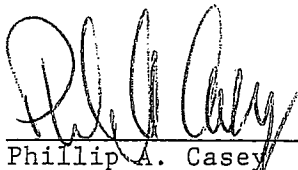
Date



Kenneth E. Hundrieser
State Purchasing Officer

07/16/03

Date



Phillip A. Casey
Office of General Casey

7/21/03

Date